

# INTRADO® SERVICE ORDER

## 1. Information

<b>Customer Name:</b>	City of Durham, NC
<b>Order Effective Date:</b>	Latest date signed below.
<b>Initial Term:</b>	<ul style="list-style-type: none"> <li>Commencing on Order Effective Date</li> <li>Ending 60 months after Acceptance of the first Service listed below</li> </ul>
<b>Renewal Terms:</b>	Automatic 60 month renewal unless notice of termination is given by either party at least 90 days before expiration of the then-current term.
<b>Governing Agreement:</b>	Agreement for Great Migration Service Order effective October 12, 2012 (" <u>Great Migration Service Order</u> ")

## 2. Services Description

Intrado Inc. ("Intrado") will provide the following services ("Services") as described in the referenced Service Guide(s) attached to the Great Migration Service Order, at the prices stated in this Service Order ("Order"). The Services shall be identical to those identified pursuant to Sections 3.1 and 3.2 of the original Great Migration Service Order. Customer will fulfill its responsibilities stated in the Service Guide(s). The Service Guide(s) may also describe Optional Services not included in the standard Services, which Customer may purchase at this time or by completing a future service order, all at the prices stated herein (if applicable).

### 2.1. Purchased Services for The Great Migration<sup>SM</sup>

Service	Service Guide
A9-1-1® Location Data Management	Location Data Management Service Guide Ver. 2015.08.21
	Shared Services Guide Ver. 2014.03.14
A9-1-1® VIPER®	A9-1-1 VIPER Direct Service Guide Ver. 2015.08.28
	Shared Services Guide Ver. 2014.03.14
A9-1-1® Routing	A9-1-1 Routing Service Guide Ver. 2014.09.26
	Shared Services Guide Ver. 2014.03.14
A9-1-1® TXT29-1-1®	TXT29-1-1 Power Service Guide Ver. 2015.08.28
	Shared Services Guide Ver. 2014.03.14
A9-1-1® GIS Data Management	A9-1-1 GIS Data Management for Great Migration Service Guide Ver. 2013.06.24
A9-1-1® i3® Services	A9-1-1 i3 Service Guide Ver. 2012.04.13
	Shared Services Guide Ver. 2014.03.14

## 2.2. Optional Services

Service	Service Guide
None	N/A

## 2.3. Out of Scope Services

Customer requests for services outside of the Service Guide(s) or this Order will require a separate change order executed by the parties.

## 3. Pricing

### 3.1. Fees

The following are the fee(s) and payment schedule for the Services listed in Section 2 above. Fees apply to up to the following number of Customer PSAPs and Positions:

PSAP Name: Durham County SO - Secondary

**Number of PSAPs: 1      Number of Positions: 4 Positions - Secondary**

Service	One Time Fee ("OTF")	Monthly Recurring Fee ("MRF")
Implementation Services	N/A	Included
A9-1-1 Location Data Management		Included
A9-1-1 VIPER		\$3,500.00
A9-1-1 Routing		\$2,000.00
A9-1-1 TXT29-1-1 Power		Included
A9-1-1 GIS Data Management Services and Software		Included
A9-1-1 i3 Services		Included
<b>Total Not To Exceed MRF</b>	N/A	\$5,500.00

### 3.2. Pricing Notes

- If applicable, OTFs will be invoiced on the Order Effective Date.
- Implementation and support of the above service(s) is dependent upon the Great Migration Service Order effective October 12, 2012. If the City of Durham cancels the Great Migration Service Order than support for this service will cease upon termination of the Great Migration Service Order. An additional payment may apply (see note c below)
- Initial Implementation will consist of hardware and software compatible with the City of Durham, NC deployment under the Great Migration Service Order. When/If the City of Durham, NC renews the Great Migration Service Order, Durham County's Secondary PSAP's hardware and software will be upgraded to comply with new host VIPER equipment. If the Great Migration Service Order is not renewed, the City of Durham, NC will pay the remainder of the monetary

commitment (existing \$150,000.00 less collected MRFs for initial install, equipment, implementation, and MPLS term monetary commitments).

- d. MRFs will commence as of the date of Acceptance of each Service (see Section 4.6 below). MRFs for Enhanced Data Services will commence as of the date of Acceptance of the first Enhanced Data Service. The MRF(s) will be prorated on a 30 calendar day month for the first MRF invoice billing for each Service component.
- e. If requested, additional PSAPs and/or Positions may be added through a change order (see Section 2.3 above). The fees above apply to all Positions, even if a specific Position is not using a particular Service.
- f. The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- g. Intrado will determine if it is necessary to go on-site to repair a problem with the Services. For premise visits requested by Customer, fees will apply at the above professional services rate, including travel time, with a two hour minimum, during Intrado local business hours (8am-5pm, M-F, excluding Intrado-observed holidays), with additional rates if the visit extends before or after these hours.

## 4. Service Specific Terms

### 4.1. Configuration

The pricing above includes up to the following configuration:

Intrado A9-1-1 Routing (including necessary routing equipment at PSAP) and Location Data Management PSAP configuration and MPLS connectivity, as described in the applicable Service Guide(s), to support:

- 4 Positions at Durham County's Secondary PSAP

#### **9-1-1 Call Transfers Supported**

Durham County's Secondary Backup PSAP will have the capability to conduct 9-1-1 call transfers (with ANI and ALI) to any other PSAPs served by the Intrado A9-1-1 Routing and ALI database services systems.

The above will enable the following wireless 9-1-1 ANI and ALI transfers for the following PSAPs:

- Durham County Sheriff's Office to/from
  - NC State UNPS
  - Orange County
  - Cary Emergency Comm Center
  - Apex Police Communications
  - Raleigh-Wake County Emergency Communications
  - UNC – Public Safety/Orange County
  - City of Durham Primary/Backup

### 4.2. Single Point of Contact; Escalation

Intrado will provide Customer with a Program Manager who will serve as the Customer's single point of contact ("SPOC") for management of all aspects of the initial A9-1-1 Services implementation and ongoing service, including the migration to A9-1-1 i3 Services. This includes process development, data

migration, equipment installation, system configurations, testing, production turn-up and on-going service and support. The SPOC will also be responsible for assessments, planning and implementation of A9-1-1 i3 Services.

The Program Manager will continue to serve as Customer's primary point of contact for issues resolution, escalations, enhancement requests, and planning.

Additionally, Intrado and Customer will exchange key contacts for technical, operational, and managerial personnel assigned to the A9-1-1 Services deployment and ongoing support. In addition, Intrado will provide Customer with an emergency support 24x7x365 contact number and an escalation contact list. Each party will update and publish these lists on a regular basis.

#### **4.3. Network Connectivity**

Intrado will provide and install redundant MPLS connectivity and network communications equipment from Intrado's A9-1-1 network to the Intrado Point of Interconnect ("POI") located at the Customer's hosted CPE location(s). Intrado will provide necessary back-office routers and LAN switches to facilitate this connectivity. This network may only be used by Customer in connection with the use of Intrado's Services.

#### **4.4. Implementation**

Intrado will deploy the Services individually or in functional bundles, as the parties agree and define in a mutually acceptable project plan to be completed following execution of this Order.

#### **4.5. i3 Services**

Intrado will provide transition services to migrate Customer to the i3 Services as described in the i3 Service Guide referenced above.

#### **4.6. Service Acceptance**

Intrado will provide Customer with notice of availability of each Service. Acceptance of each Service ("Acceptance") will occur on the earliest of the following events: (1) Customer provides written notice of acceptance; (2) the Service is used, or is capable of being used, by Customer in a live environment, or (3) three calendar days pass after Intrado's notice of Service availability without receipt of a Customer notice of material defect.

#### **4.7. Limited Exclusivity**

Customer grants Intrado the exclusive right to provide the Services or similar services to Customer. Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so.

#### **4.8. E-Verify Requirements**

E-Verify requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this

contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

## 5. Entire Agreement

This Order is made under the Governing Agreement first referenced above. This Order and its Appendices and referenced Service Guide(s), along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Governing Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

**CITY OF DURHAM, NC**

**INTRADO INC.**

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Authorized Signature

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Authorized Signature

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Name Typed or Printed

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Name Typed or Printed

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Title

Date signed

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Title

Date signed